

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT																											
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL																											
CONVEYING PARTY DATA																												
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CORRESPONDENCE DATA																												
Fax Number:	(602)445-8100																											
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>																												
Phone:	602-445-8000																											
Email:	denipmail@gtlaw.com																											
Correspondent Name:	Frank G. Long, Greenberg Traurig, LLP																											

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TRADEMARK
REEL: 004523 FRAME: 0863

CH \$215.00 2798632

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Address Line 4: Phoenix, ARIZONA 85016

ATTORNEY DOCKET NUMBER:	078163-010400
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NAME OF SUBMITTER:	Frank G. Long
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Signature:	/frank g. long/
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Date:	04/18/2011
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Total Attachments: 3

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ASSIGNMENT AGREEMENT

This Agreement ("Agreement"), dated April 18, 2011, is entered into by and between SFM, LLC ("Assignee"), a limited liability company organized under the laws of Delaware with its principal place of business at 11811 N. Tatum Blvd., Suite 2400, Phoenix, AZ 85028, and Sprouts Farmers Markets, LLC ("Assignor"), a limited liability company organized under the laws of Arizona with its principal place of business at 11811 N. Tatum Blvd., Suite 2400, Phoenix, AZ 85028.

RECITALS

A. Assignor has used the marks listed on Schedule A, attached (the "Assigned Marks") in connection with the farmers market-style grocery business and has filed the trademark applications for federal registration listed on Schedule A, attached, with the United States Patent and Trademark Office ("USPTO") or equivalent foreign offices, as applicable.

B. Assignor desires to assign and transfer to Assignee all of Assignor's right, title and interest in and to said marks, together with the goodwill associated therewith.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged as satisfactory and adequate, the parties agree as follows:

Section 1. Assignment. Assignor, for itself and any predecessors in title, hereby conveys, transfers, assigns, delivers, and contributes to Assignee: any and all of Assignor's right, title and interest in and to the Assigned Marks, including common law rights, together with the goodwill of the business symbolized by said Assigned Marks, and applications and registrations thereof, any renewal rights therein, and the exclusive right to enforce the Assigned Marks in the United States and throughout the world in the sole name of Assignee, its successors and assigns; the aforesaid transferred rights, title and interests to be held and enjoyed by Assignee, its successors, legal representatives and assigns as fully and entirely as the same would have been held and enjoyed by Assignor had this assignment not been made.

Section 2. Miscellaneous. (a) Assignor agrees that it will, upon Assignee's request, promptly execute, acknowledge or deliver all such other and further acts, assignments, transfers, assurances and instruments and other documents as may be necessary or desirable to perfect and record Assignee's title in, to and under the Assigned Marks. Assignor covenants that it shall not hereafter register or attempt to register or cooperate in any registration of or attempt to register, with any governmental or regulatory body or any domain name registrar anywhere in the world, or use or participate in the use of, any trademarks, service marks, domain names, or trade names or any other designation containing or comprising the Assigned Marks, or anything that may be confusingly similar to the Assigned Marks, whether alone or in combination with any other term(s), word(s), mark(s), name(s), symbol(s), designation(s), device(s) and/or design(s). Assignor covenants that it shall not contest, either directly or indirectly, the exclusive right, title, and interest of Assignee in and to any part of the Assigned Marks or any trademark rights arising from the use thereof, including Assignee's right to register, maintain and/or renew the Assigned Marks or any variation thereof.

(b) In furtherance of this Agreement, Assignor acknowledges that, from this date forward, Assignee has succeeded to any and all of Assignor's right, title, and standing to: (i) receive all rights and benefits pertaining to the Assigned Marks; (ii) institute and prosecute all suits and proceedings and take all actions that Assignee, in its sole discretion, may deem necessary or proper to collect, assert, or enforce any claim, right, or title of any kind in and to the Assigned Marks; and (iii) defend and compromise any and all such actions, suits, or proceedings relating to such transferred and assigned rights, title, interest, and benefits, and do all other such acts and things in relation thereto as Assignee, in its sole discretion, deems advisable.

(c) This Agreement shall inure to the benefit of, and be binding upon, the parties hereto together with their respective legal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Parties hereto, intending to be legally bound thereby, have executed this Agreement by their duly respective officers as of the date indicated above.

Assignee: SFM, LLC

By: 

Name: Bradley Denton

Title: Chief Financial Officer



Assignor: Sprouts Farmers Markets, LLC

By: 

Name: Shon Boney

Title: Chief Executive Officer

Schedule A
Assigned Marks

<u>Trademark</u>	<u>Status / Number</u>	<u>Jurisdiction</u>
Sprouts Farmers Markets	Registered / 2,798,632	U.S.
Sprouts Farmers Markets (and design)(no border)	Registered / 2,924,760	U.S.
		
Great Things for a Great Life	Registered / 3,441,913	U.S.
Secret Stash	Pending / Application No. 85/197,617	U.S.
Sprouts	Allowed / Application No. 1,447,609	Canada
Sprouts	Registered / 008491714	European Union
Sprouts	Registered / 3,322,841	U.S.
Sprouts Farmers Markets (and design)	Pending / Application No. 85/197,622	U.S.
		
Sprouts Farmers Market Healthy Living For Less	Registered / 3,730,903	U.S.
SPROUTS FARMERS MARKET HEALTHY LIVING FOR LESS		
Sprouts Farmers Market Healthy Living for Less! (Stylized and/or Design)	Registered / 3,748,830	U.S.
